

The Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

CLEAR CHANNEL OUTDOOR, a Delaware  
corporation,

Plaintiff,

v.

CITY OF TACOMA, a municipal corporation;  
and JOHN W. HARRINGTON, JR., an  
individual,

Defendants.

No. C07-5407 BHS

STIPULATION AND [PROPOSED]  
ORDER OF DISMISSAL

The undersigned counsel stipulate that this matter is dismissed without prejudice and  
subject to the terms and conditions in the attached Agreement Re Dismissal of Lawsuit.

DATED this 13th day of October, 2010.

BYRNES & KELLER LLP

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Attorneys for Defendant City of Tacoma

**ORDER**

Based upon the foregoing, this matter is dismissed without prejudice and subject to the terms and conditions of the attached Agreement Re Dismissal of Lawsuit.

DATED this \_\_\_\_ day of October, 2010.

\_\_\_\_\_  
Honorable Benjamin H. Settle  
United States District Court Judge

Presented by:

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Attorneys for Defendant City of Tacoma

CERTIFICATE OF SERVICE

The undersigned attorney certifies that on the 13th day of October, 2010, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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Attorneys for Plaintiff Clear Channel

**AGREEMENT RE DISMISSAL OF LAWSUIT**

1. Upon execution of the attached Settlement Agreement by the City, the parties shall file a Stipulated Dismissal of the lawsuit. If the City thereafter attempts to enforce the provisions of TMC 13.06.520N(6) ("Amortization"), as that provision exists as of the date that the City signs the Settlement Agreement, and Clear Channel files a lawsuit challenging such action, any such lawsuit shall be deemed to have been filed on the date the lawsuit was originally filed for purposes of the statute of limitations and laches.

2. The City agrees that it will continue to comply with and be bound by the terms of the Stipulated Injunction in the pending case during the period from when it signs the Settlement Agreement to a date three weeks after the expiration of the applicable Option Period. If Clear Channel refiles the lawsuit during that period, the terms of the Stipulated Injunction shall continue in effect until the conclusion of the lawsuit, including all appeals.

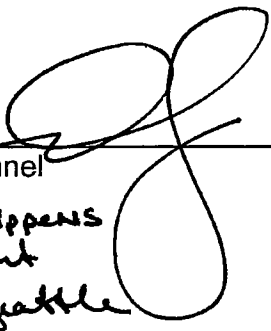
3. The City agrees to notify Clear Channel in the event of a third-party challenge to all or any portion of the Settlement Agreement or any Ordinance adopted in connection with the Settlement Agreement. If such challenge is made, Clear Channel may, at its sole discretion, elect to toll the Sign removal requirements in Paragraph 2 of the Settlement Agreement until the conclusion of the lawsuit, including all appeals, by giving written notice of such election to the City within 30 days of service of such challenge upon Clear Channel.

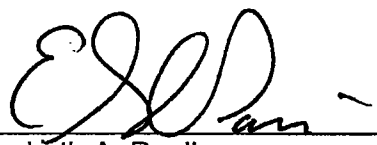
4. In the event the Settlement Agreement or any resulting Ordinance is wholly or partially invalidated by a final non-appealable court order issued as a result of a third-party challenge, and the City thereafter attempts to enforce TMC 13.06.520N(6) as it now exists, then Clear Channel shall have the option, at its sole discretion, to refile the lawsuit under the terms of Paragraph 1 above.

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5. Should the City fail to comply with all or any portion of the Settlement Agreement, Clear Channel shall have the right to refile the lawsuit pursuant to the terms of Paragraph 1 above, in addition to the remedies set forth in the Settlement Agreement.

DATED this 6<sup>th</sup> day of August, 2010.

  
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Clear Channel  
Olivia Lippens  
President  
CCO Seattle

  
\_\_\_\_\_  
Elizabeth A. Pauli  
City Attorney  
City of Tacoma

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